



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

**Lisa M. Thomas
140 Main St.**

**Marlborough, MA 01752
(508) 460-3775 FAX (508) 460-3723**

SEPTEMBER 28, 2015

Regular meeting of the City Council held on Monday, SEPTEMBER 28, 2015 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Oram, Ossing, Robey, Delano, Elder, Tunnera, Irish and Landers. Absent: Page. Meeting adjourned at 8:18 PM.

ORDERED: That the Minutes of the City Council meeting SEPTEMBER 14, 2015, **FILE**; adopted.

ORDERED: That the **PUBLIC HEARING** On the Petition of Verizon New England Inc. to place two 4" conduits on the northeasterly side of Ames St. beginning at Pole T.20½, located on the northeasterly side of Ames St., then running in a northwesterly direction a distance of approximately 495' to handhole #1, located on the northeasterly side of Ames St., & then continuing in a northwesterly direction a distance of approximately 535' to a point on the northeasterly side of Ames St, Order No. 15-1006310, all were heard who wish to be heard, hearing recessed at 8:06 PM; adopted.

Councilors Present: Ossing, Oram, Robey, Delano, Elder, Tunnera, Irish, Clancy & Landers.

Councilors Absent: Page.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$135,000.00 from the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Mental Health, to continue funding the Police Department's Jail Diversion Program in conjunction with Advocates, Inc., and a gift of \$850.00 from Marlborough Savings Bank to be utilized for the upcoming Police K-9 Street Tactics seminar; adopted.

ORDERED:

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE LATINO HEALTH INSURANCE PROGRAM, INC.
and
THE CITY OF MARLBOROUGH**

1. Purpose of Memorandum of Understanding

The parties enter into this Memorandum of Understanding under the grant from the Massachusetts Department of Public Health Prevention and Wellness Trust Fund ("PWTF"), to the Town of Hudson, to address chronic health conditions in the towns of Hudson, Framingham, Northborough, and the City of Marlborough. The goal of the PWTF is to improve the health of people living with chronic conditions in the towns of Hudson, Framingham, Northborough, and the City of Marlborough, through enhanced care coordination, increasing patient and family education, and establishing clinical-community linkages.

The parties wish to further the clinical-community linkages goal of the PWTF by engaging in case management and referral of people with chronic conditions for assistance, as appropriate, following protocols developed by PWTF.

This Memorandum of Understanding outlines the relationship between The Latino Health Insurance Program, Inc., and the City of Marlborough.

2. No Interference with Existing Agreements

This Memorandum of Understanding sets forth the agreement of the parties as to their rights and obligations under the PWTF and does not alter nor interfere with any existing agreements between the parties.

3. Description of the Parties

The Latino Health Insurance Program, Inc. is a nonprofit, charitable corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices at 276 Union Ave, 2nd Floor, Framingham, Massachusetts 01702. The Latino Health Insurance Program, Inc., has three primary goals; to offer Latinos a community-based, culturally-specific program for health insurance enrollment and maintenance; to connect clients to the appropriate health and health care services (including primary care, oral health services, and specialty care); to promote a more effective use of preventive services and to reduce chronic health conditions.

The City of Marlborough, a municipal corporation ("COMMUNITY PARTNER"); provides elder prevention services through referrals to the Community Health Worker.

4. Duration

The relationship between the parties as set forth in this Memorandum of Understanding shall begin on **August 3, 2015 and end on June 30, 2017**, unless terminated earlier as set forth in paragraph 11 of this Memorandum of Understanding. This Memorandum of Understanding is not automatically renewable, and may be renewed only upon the written agreement of the parties.

5. Responsibilities of the Latino Health Insurance Program, Inc. (LHIP)

- (a) Referrals: LHIP will refer patients with chronic conditions to COMMUNITY PARTNER, in accordance with established PWTF protocols. LHIP will designate a liaison to COMMUNITY PARTNER who will serve as the contact person for the coordination of case management, referrals and advocacy.
- (b) Medical File Confidentiality: LHIP will comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") with respect to Protected Health Information (PHI) and shall treat such information as confidential. LHIP will obtain and document patient consent before referring a patient to COMMUNITY PARTNER.

6. Responsibilities of COMMUNITY PARTNER

- (a) Programs: COMMUNITY PARTNER will host and operate [check all that apply]:
 - [] Chronic Disease Self-Management (CDSMP) courses in English
 - [] Tai Chi
 - [] MOB in English
 - [x] Home Safety Assessments
- (b) Referrals: COMMUNITY PARTNER will receive referrals from LHIP and be responsible for enrolling those referrals and sending status updates, as agreed by the parties, for each referral. COMMUNITY PARTNER will designate a staff member to serve as a liaison to LHIP for care management and coordination.
- (c) Medical File Confidentiality: COMMUNITY PARTNER will take all reasonable steps to preserve the confidentiality of PHI. LHIP will provide PHI to COMMUNITY PARTNER upon the receipt of the patient's signed authorization.
- (d) Impermissible Disclosure of PHI: If an impermissible disclosure of PHI occurs, COMMUNITY PARTNER agrees to inform LHIP of the disclosure, as soon as practicable after discovering the disclosure.

7. Mutual Responsibilities

- (a) Communication: The designated COMMUNITY PARTNER staff shall be accessible to LHIP staff by telephone and email during normal, weekday business hours. LHIP liaison(s) shall be available to COMMUNITY PARTNER by telephone and email during normal, weekday business hours.

- (b) Data: LHIP and COMMUNITY PARTNER will work together to collect and share data throughout the course of the PWTF grant period. Program data will be reported following the confidentiality and data sharing protocols outlined in paragraphs 5(b) and 6(c) and (d) of this Memorandum of Understanding.
- (c) Program Evaluation: COMMUNITY PARTNER and LHIP will promptly and jointly develop evaluation protocols and engage in regular evaluation or program activities and outcomes as required by the PWTF. The parties agree to share outcomes when feasible, with patient consent, while safeguarding PHI.

8. No Partnership or Joint Venture

This Memorandum of Understanding shall not create a partnership or joint venture between the parties. Neither party may act as an agent, express or implied, for the other, nor may either party make any commitment, financial or otherwise, on behalf of the other. No employee of the LHIP shall be considered an employee of the COMMUNITY PARTNER. No employee of the COMMUNITY PARTNER shall be considered an employee of LHIP.

9. Indemnification and Hold Harmless Provisions

(a) Indemnification of the COMMUNITY PARTNER

LHIP agrees at all times during the operation of this Agreement to indemnify and hold harmless the COMMUNITY PARTNER against any liability, loss, damages or expenses that COMMUNITY PARTNER may sustain, incur, or be required to pay by reason of any person's personal injury, death, or property loss or damage sustained because of the negligent acts or omissions of LHIP, or any of its employees, officers, agents, volunteers, or representatives, in providing services under the terms of this Memorandum of Understanding, except that the provisions of this clause shall not apply to liabilities, losses, charges, costs or expenses caused solely or resulting solely from the negligent acts or omissions of the COMMUNITY PARTNER or any of the COMMUNITY PARTNER's employees, officers, agents, volunteers, or representatives.

10. Liability Insurance

During the operation of this Memorandum of Understanding, the COMMUNITY PARTNER shall maintain General Liability insurance in amount not less than \$1,000,000 per incident/\$2,000,000 per coverage period. LHIP shall be additional insured only with a limit to \$100,000 Occurrence/\$200,000 General Aggregate on such insurance policy per the municipal liability cap set forth in Chapter 258 of the Massachusetts General Laws. Within ten (10) days of the execution of this Agreement by the COMMUNITY PARTNER, the COMMUNITY PARTNER shall provide the LHIP with a certificate of insurance indicating the coverage as set forth in this paragraph, and indicating LHIP as an additional insured for the limits specified above. The policy of insurance referenced in this paragraph shall provide that the insurer will provide at least thirty (30) days' notice to LHIP if coverage is reduced, expires, or is cancelled. In the event that coverage is reduced, expires or is cancelled during the operation of this Agreement, the LHIP may pay the insurer directly to maintain the policy as in effect at the time of the notice of reduction, termination or expiration. The Partner may deduct the amount of the payment of the full or partial insurance policy premium, from money owed or to be owed, to the Grantee.

11. Termination

Either party may terminate this Memorandum of Understanding for any reason, without cause, upon thirty (30) calendar day's prior written notice to the other party. Written notice under this paragraph must be presented to the other party at the address set forth in paragraph 3 of this Memorandum of Understanding, by any of the following means:(a) Certified mail, return receipt requested; (b) By-Hand; (c) Overnight delivery via any mail or delivery service that provides the sender with a record of the date of receipt by the receiving party.

12. Applicable Law

This Memorandum of Understanding shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions.

THE LATINO HEALTH INSURANCE PROGRAM, INC., BY:

COMMUNITY PARTNER, CITY OF MARLBOROUGH BY:

Signature

Signature

Milagros Abreu, President
Name and Title

Arthur G. Vigeant, Mayor
Name and Title

Date

Date

Refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED:

**Acceptance of Layout of LaCombe Street As A Public Way
AND
Eminent Domain Order of Taking**

WHEREAS, at a meeting of the City Council of the City of Marlborough held this ___ day of _____ 2015 it is ordered that the City Council, having determined and adjudicated that the common convenience and necessity require that LaCombe Street, Marlborough, MA, the westerly portion of its length being owned by the City of Marlborough (not including the cul-de-sac terminus) and the easterly portion of its length being a privately owned (including the entirety of the cul-de-sac terminus) all of which is laid out in the location hereinafter described and shown on Exhibit "A" hereto, having complied with all the requirements of law relating thereto, become a public way in the entirety of its length and width from Valley Street up to and including the cul-de-sac terminus, title for which cul-de-sac and title to the drainage easement and flow easements shown on Exhibit "A" having been granted to the City of Marlborough in a Quitclaim Deed from LaCombe Business Center, LLC, with a business address at 58 LaCombe Street, Marlborough MA, said deed to be recorded herewith at the Middlesex Couth County Registry of Deeds, did on the ___ day of _____ 2015 lay out such way under provision of law and it was voted following the report of said layout, to accept such way as laid out, effective upon recording of the taking by eminent domain herein; and at the same time;

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience, public welfare, and necessity require that the fee interest in the private portion of the length of LaCombe Street, being the easterly portion of said way as shown on Exhibit "A" hereto, the layout of said way having been accepted by the City Council as described herein, be taken for the purposes of a public way and for each and every municipal purposes including without limitation the repair, construction, maintenance, replacement, operation, alteration, removal, and improvement of public utilities and appurtenant structures, paving, curbs, sidewalks, fixtures, and appurtenant structures, and equipment located in, on, under, and through said way;

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare, safety, and common convenience require that legal interests in certain portions of land located on LaCombe Street as more particularly described herein be taken for said municipal purposes, and for other municipal purposes, and that the taking by Eminent Domain is reasonable and necessary to carry out the aforementioned purposes; and,

WHEREAS, in order to promote the public welfare, safety, common convenience, and necessity, it is necessary to take by Eminent Domain the fee interests in the land for the purposes described herein; and,

WHEREAS, all preliminary requirements of Massachusetts General Laws Chapter 79 having been complied with;

NOW, THEREFORE, IT IS HEREBY ORDERED that the City Council of the City of Marlborough, acting in accordance with the power and authority conferred by the City Charter, Division 1, Section 30, Massachusetts General Laws, Chapter 79 and every power and authority thereto enabling, and in the exercise of the power and authority conferred by said laws, does hereby take by Eminent Domain the fee simple interest in the following described land, including all trees and other vegetation thereon.

DESCRIPTION OF LAND TAKEN

1. Street address: 48 Valley Street, Marlborough, MA 01752

Being a 2,566 S.F. portion of the property located at 48 Valley Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 50 on the Assessors' Map of the City of Marlborough, which 2,566 S.F. portion consists of 660 S.F. of vegetated area on LaCombe Street and 1,906 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Elizabete D.S. Costa
48 Valley Street
Marlborough, MA

**2. Street Address: LaCombe Street, Marlborough, MA 01752
(being a separate parcel of 7 Brook Street)**

Being a 1,150 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 48 on the Assessors' Map of the City of Marlborough, which 1,150 S.F. portion consists of 255 S.F. vegetated area on LaCombe Street and 895 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32

Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Foggy Style LLC
6 Angelica Drive
Southborough, MA 01772

3. Street Address: 11 Brook Street, Marlborough, MA 01752

Being a 1,149 S.F. portion of the property located at 11 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 47 on the Assessors' Map of the City of Marlborough, which 1,149 S.F. portion consists of 250 S.F. of vegetated area on LaCombe Street and 899 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Hersson Villatoro & Sandra Villatoro
11 Brook Street
Marlborough, MA 01752

4. Street Address: LaCombe Street, Marlborough, MA 01752

Being a 2,304 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 45 on the Assessors' Map of the City of Marlborough, which 2,304 S.F. portion consists of 515 S.F. of vegetated area on LaCombe Street and 1,789 S.F. of paved area of LaCombe Street as shown Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Barbara Lizotte, Trustee, Lizotte Trust, its heirs, assigns or beneficiaries
46 Westlook Lane
Westport, MA 02790

5. Street Address: 23 Brook Street, Marlborough, MA 01752

Being a 1,426 S.F. portion of the property located at 23 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 56 on the Assessors' Map of the City of Marlborough, which 1,426 S.F. portion consists of 370 S.F. of vegetated area on LaCombe Street and 1,056 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Francis Cannavino & Celia R. Cannavino
9 Dunster Avenue
Wayland, MA 01778

6. Street Address: 27 Brook Street, Marlborough, MA 01752

Being a 897 S.F. portion of 27 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44A on the Assessors' Map of the City of Marlborough, which 897 S.F. portion consists of 230 S.F. of vegetated area on LaCombe Street and 667 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Silas Evangelista & Dinalva Evangelista
27 Brook Street
Marlborough, MA 01752

7. Street Address: 31 Brook Street, Marlborough, MA 01752

Being a 1,127 S.F. portion of the property at 31 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44 on the Assessors' Map of the City of Marlborough, which 1,127 S.F. portion consists of 305 S.F. of vegetated area on LaCombe Street and 822 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Philip L. Bancroft & Raeanne T. Bancroft
31 Brook Street
Marlborough, MA 01752

8. Street Address: 35 Brook Street, Marlborough, MA 01752

Being a 3,617 S.F. portion of the property at 35 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 43 on the Assessors' Map of the City of Marlborough, which 3,617 S.F. portion consists of 1,040 S.F. vegetated area on LaCombe Street and 2,577 S.F. of paved area of LaCombe Street as shown on Exhibit "A", being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County) Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Walter Demoorjian, Trustee, Demoorjian Family Trust
35 Brook Street
Marlborough, MA 01752

AWARDS

The City Council hereby makes the following awards for damages for the owner or owners of record:

<u>OWNERS</u>	<u>MARLBOROUGH ASSESSORS' MAP/PARCEL</u>	<u>AREA COMPONENTS (TOTAL AREA)</u>	<u>AWARD</u>
Elizabete D.S. Costa 48 Valley Street Marlborough, MA	82/50	660 S.F. vegetated area 1,906 S.F. paved area (2,566 S.F.)	\$3,960
Foggy Style LLC 6 Angelica Drive Southborough, MA 01772	82/48	255 S.F. vegetated area 895 S.F. paved area (1,150 S.F.)	\$1,275
Hersson Villatoro & Sandra Villatoro 11 Brook Street Marlborough, MA 01752	82/47	250 S.F. vegetated area 899 S.F. paved area (1,149 S.F.)	\$0
Barbara Lizotte, Trustee, Lizotte Trust (its heirs, assigns or beneficiaries) 46 Westlook Lane Westport, MA 02790	82/45	515 S.F. vegetated area 1,789 S.F. paved area (2,304 S.F.)	\$386
Francis Cannavino & Celia R. Cannavino 9 Dunster Avenue Wayland, MA 01778	82/56	370 S.F. vegetated area 1,056 S.F. paved area (1,426 S.F.)	\$1,850
Silas Evangelista & Dinalva Evangelista 27 Brook Street Marlborough, MA 01752	82/44A	230 S.F. vegetated area 667 S.F. paved area (897 S.F.)	\$0
Philip L. Bancroft & Raeanne T. Bancroft 31 Brook Street Marlborough, MA 01752	82/44	305 S.F. vegetated area 822 S.F. paved area (1,127 S.F.)	\$0
Walter Demoorjian, Trustee, Demoorjian Family Trust 35 Brook Street Marlborough, MA 01752	82/43	1,040 S.F. vegetated area 2,577 S.F. paved area (3,617 S.F.)	\$0

Refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Reappointment of Priscilla Ryder as Conservation Officer for a term of three years to begin upon date of City Council approval, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That the City Clerk be and is herewith directed to have proper notices issued notifying the VOTERS of the City of Marlborough that the **PRELIMINARY MUNICIPAL ELECTION** will be held in the polling locations as noted below on **OCTOBER 6, 2015** as follows: Office of Mayor, Councilors At-Large, and Assabet Valley Regional Vocational School Committee member.

THE POLLS WILL OPEN AT 7:00 A.M. AND WILL CLOSE AT 8:00 P.M.

POLLING LOCATIONS ARE AS FOLLOWS:

WARD ONE: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD TWO: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD THREE: Precinct 1	Senior Center, 40 New Street
WARD THREE: Precinct 2	Raymond J. Richer School, 80 Foley Road, Room 103
WARD FOUR: Precinct 1 and 2	Senior Center, 40 New Street
WARD FIVE: Precinct 1 and 2	Senior Center, 40 New Street
WARD SIX: Precinct 1 and 2	1LT Charles W. Whitcomb School, 25 Union Street, Library
WARD SEVEN: Precinct 1 and 2	Hildreth School Gymnasium, 85 Sawin Street

FILE; adopted.

ORDERED: That the Minutes, Recreation Commission, April 8, 2015, **FILE**; adopted.
Councilor Oram abstained.

ORDERED: That the Minutes, Planning Board, July 27, & August 24, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Conservation Commission, August 20, & September 3, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Zoning Board of Appeals, August 18 & September 8, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, July 28 & August 25, 2015, **FILE**; adopted.

ORDERED: That the following CLAIMS, refer to the **LEGAL DEPARTMENT**; adopted.

- a. Dan Ward, 23 Parkerville Rd., Southborough, MA 01772, pothole or other road defect.
- b. Andrian Torres Jr., 688 Boston Post Rd. East, #301, other property damage.
- c. WeCare Environmental LLC, 856 Boston Post Rd. East, other property damage

Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

**Marlboro City Council Finance Committee
Monday September 21, 2015
In Council Chambers**

Present: Chairman Ossing; Finance Committee members Councilors Robey, Elder, Oram and Irish. Councilors Clancy and Landers were also in attendance. The meeting convened at 7:01 PM.

1. **Order #15-1006303 – Transfer \$8,000.00 in the Inspectional Services Department:** The Finance Committee reviewed the Mayor’s letter dated September 10, 2015 requesting the transfer of \$8,000.00 from the Temporary Local Inspector account to the Assistant Wiring Inspector account to cover the increase in electrical inspections. The Finance Committee voted 5 - 0 to approve the transfer.
2. **Order #15-1006306 – Council on Aging Revolving Fund for FY16:** The Finance Committee reviewed the Mayor’s letter dated September 10, 2015 requesting the establishment of the Council on Aging Revolving Fund for FY16. The Finance Committee voted 5 - 0 to approve the establishment of the Council on Aging Revolving Fund for FY16.

The Finance Committee agreed to recommend suspending the rules at the September 28, 2015 meeting to report out the Finance Committee approval of the revolving fund.

The Finance Committee adjourned at 7:35 PM.

Suspension of the Rules requested-granted

ORDERED:

Council on Aging Revolving Fund

That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does, to be effective during fiscal year 2016, authorize a revolving fund to be utilized by the Council on Aging. It is further ordered that:

- (a) receipts credited to the fund shall be limited to donations to the Council on Aging/Senior Center; and
- (b) expenditures from said fund shall be limited to Council on Aging/Senior Center programming; and
- (c) the Executive Director of the Council on Aging shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than forty thousand dollars (\$40,000.00) shall be expended during Fiscal Year 2016, unless otherwise authorized by the City Council and Mayor; and
- (e) the Executive Director of the Council on Aging shall prepare a year-end report identifying funds received, funds expended, description of expenditures, and year-end balance; and
- (f) the provisions of this order shall not be changed unless approved by the Mayor and City Council.

APPROVED; adopted.**Suspension of the Rules requested-granted**

ORDERED: That the request to place fifteen signs, three of which will be placed on City property, as follows, to promote the Marlborough Heritage Festival to be held in downtown Marlborough on October 2nd 3rd and 4th, **APPROVED**; adopted.

Corner of Maple and Mill Streets (City Owned Property)
SE Corner of park Granger and West Main Street (City Owned Property)
Corner of Boston Post Rd and Farm Road (City Owned Property)

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:18 PM.